

# REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

Date: September 12, 2007

Proposal No. **J34**

Page No. 1 of 10 Pages

Materials and/or Services: **Demolition Services**

To Be Delivered To: **Fontana, CA**

Submit each individual proposal in separate sealed envelope  
with proposal number marked on outside to:

**County Purchasing Agent  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760**

**BEFORE: Thursday, October 4, 2007, 2 PM**

For further information, call: Pam Buscemi  
Deputy Purchasing Agent  
(909) 387-2233

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.
15. The vendor shall hold the County of San Bernardino, its officers, agents,

servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)

17. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.

18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.

20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must have registered online through the County Website at <http://www.sbcounty.gov/purchasing/>.

22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent.

24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.

25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

**IMPORTANT:** Place signed proposal in envelope, **seal** envelope and show **proposal number J34** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760  
**PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

### The following must be filled in by the contractor in submitting his proposal:

Date \_\_\_\_\_

Company \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days  
from receipt of order unless otherwise noted.

Address \_\_\_\_\_

Cash Discount Terms \_\_\_\_\_

City & State \_\_\_\_\_ Zip \_\_\_\_\_

Signed By \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_

**A. GENERAL:**

**1. Representation of the County**

In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**2. Vendor Primary Contact**

The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY.

**3. Change of Address**

VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

**4. Subcontracting**

VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement, without first obtaining written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

**5. Agreement Assignability**

Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.

**6. Agreement Amendments**

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

**7. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 INDEMNIFICATION.

**8. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Central District County of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino COUNTY.

**9. Licenses and Permits**

VENDOR shall ensure that it has all necessary licenses and permits required by laws of Federal, State, COUNTY, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this agreement.

**10. Labor Laws**

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and

inspection of payroll records; workers' compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

**11. Conflict of Interest**

VENDOR shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the VENDOR or officer or employee of the VENDOR.

**12. Improper Consideration**

VENDOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this proposal.

The COUNTY, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the proceeding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

VENDOR shall immediately report any attempt by a County Officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from VENDOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**13. Employment of Former County Officials**

VENDORS are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

**14. Inaccuracies or Misrepresentations**

If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

**15. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Proposer's relationship with COUNTY may be made or used without prior written approval of the COUNTY.

**16. Award**

Funding for this program is contingent on funding availability. This RFP does not commit the County to award a contract.

The County of San Bernardino reserves the right to make one total award, one award each item, section or a combination of awards, whichever is in the best interest of the County.

The County reserves the right to reject, in its sole discretion, any or all bids, or to waive any informality in the bids, and to reject any items there on. County may, at its sole discretion, cancel this solicitation or any part of this solicitation at any time prior to award.

Awarded vendor shall not proceed with work on a property if property has already been leveled prior to award of bid. Contact Technical Contact at Code Enforcement

**17. Termination Clause**

- a. In the event the County exercises the right to terminate the contract for dissatisfaction, the County will give the Contractor three (3) days written notice of such termination.
- b. The County of San Bernardino and the vendor reserve the right to cancel, for any reason, all or part of the services covered by this contract. To exercise this right, a thirty (30) day written notice must be given.
- c. If a contract is awarded as a result of this proposal and is then terminated, the Vendor awarded the contract will remain liable for providing a **Witness for court**.

**18. Billing**

All billing shall be sent to: County of San Bernardino  
Redevelopment Agency  
215 North D Street, Suite 202  
San Bernardino, Ca 92415-0121

**19. Indemnification and Insurance Requirements**

**Before commencing work, Certificates of Insurance are to be delivered to and approved by the Purchasing Agent at 777 East Rialto Avenue, San Bernardino, CA 92415-0760.**

a. **Indemnification:**

The VENDOR agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs of expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

b. **Insurance:**

The VENDOR shall immediately furnish certificates of insurance to the COUNTY Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. VENDOR

shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the VENDOR shall furnish certified copies of the policies and all endorsements.

**Worker' Compensation:** A program of Workers' Compensation insurance or a State Approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000.00 limits, covering all persons providing services on behalf of the Contractor and all persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

**Comprehensive General and Automobile Liability Insurance:** This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000)

**Additional Named Insured:** All policies, except for the Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**Waiver of Subrogation Rights:** The VENDOR shall require the carriers of the above required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, vendors and subcontractors.

**Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

**Insurance Review:** The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the COUNTY. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the County's risk.

## **20. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process or award of the contract, the Party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal request must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters, as applicable.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Jim Lindley, Director**  
**County of San Bernardino**  
**Purchasing Department**  
**777 E Rialto Avenue**  
**San Bernardino, CA 92415-0760**

## **21. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the county. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

**22. Waiver of Default**

Any waiver by County of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term or condition herein. Failure on the part of the County to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.

**23. Electronic Funds Transfers**

Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor’s designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

**24. Local Preference**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principal place of business” is defined as the vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor’s quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

**25. Prevailing Wage**

Any single project over \$1,000.00 will require prevailing wage.

**B. DESCRIPTION OF SERVICE TO BE PERFORMED:**

**1. Demolition**

Demolition will include the removal of all footings, foundations (to grade), and construction material, trash, ash and fire debris, etc. **UNLESS SPECIFIED DIFFERENTLY AT JOB WALK.**

**2. Disposal of Debris**

Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.

**3. Sewer or Septic System**

Properties with public sewer service shall have said sewer service access line removed and capped, per the Uniform Building Code (UBC).

All properties with septic tank(s) shall have tank(s) pumped/drained prior to removal of unit. Tank(s) are to be removed from the property to an approved disposal site.

All hazardous substances and storage tanks for such materials and wastes shall be removed in accordance with California State and Local Laws and Regulations.

Capping of sewer and removal of septic systems shall be per the Uniform Building Code.

**4. Asbestos Removal**

Asbestos surveys have been performed by the County and are available for all properties at job walk.

Any contractor removing such hazardous substances must be licensed and permitted with Air Quality Management District (AQMD).

All Contractors shall be required to comply with Air Quality Management District Rule 1403 for proper assessment of asbestos in the structure.

**5. Permits**

Required permits for demolition shall be obtained at the San Bernardino County Department of Land Use Services, Building and Safety Division, telephone (909) 387-8311.

**6. Commencement of Work**

Prior to awarding of the contract, a schedule of beginning and completion time for demolition of each site shall be submitted to Land Use Services. **All contracts shall require a completion date for each site of no more than twenty-five (25) days from receipt of contract.**

**The Department of Land Use Services shall be contacted before any work may take place.**

**Vendor to provide receipts from certified landfill to Land Use Services prior to payment.**

Land Use Services will prioritize all jobs. Any questions regarding the following properties should be directed to Susan Wetterhus, Land Use Services at (909) 387-3969.

**7. Inspections**

All scheduling of inspections shall be done through Land Use Services.

Failure to have work inspected and approved by DLUS will result in cancellation of any contracts awarded as a result of this Request for Proposal and the removal of Contractor's name from future solicitations for a period of twelve (12) months.



**C. LICENSES/CREDENTIALS:**

All contractors must have a valid California State Contractor's License (C-21 or "A"), for Demolition, and all necessary licenses for removal, transport and disposal of Hazardous Substances. Any contractor removing such hazardous substances must be licensed with Air Quality Management District, (AQMD).

**YOUR CONTRACTOR'S LICENSE NUMBER MUST BE ENTERED ON YOUR BID DOCUMENTS.**

Vendor must possess appropriate licenses as required by the Federal Government, State and County. Successful contractor will keep the County advised of any change in the status of their license to perform work as specified in the proposal.

**D. SUBMISSION OF PROPOSALS:**

1. Submit the following with your proposal. Failure to submit will result in proposal being disqualified in the bidding process.
  - a) Proposal
  - b) Proof of licenses

2. All proposals must be sealed and clearly state on the outside of the envelope in the lower left-hand corner "**PROPOSAL ENCLOSED #J34**". **SUBMIT PROPOSALS TO:**

**COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT  
777 E. RIALTO AVENUE  
SAN BERNARDINO, CA 92415-0760**

**TIME: BEFORE THURSDAY, OCTOBER 4, 2007, 2 PM**

**PROPOSALS RECEIVED AFTER 2 PM WILL NOT BE CONSIDERED**

**MANDATORY JOB WALK**

**WEDNESDAY, SEPTEMBER 26, 2007, 9 AM**

**MEET AT:  
13991 IRIS DRIVE  
FONTANA, CA**

**BID SHEET**

**ITEM 1:**

STRUCTURE: SUB-STANDARD RESIDENCE

ADDRESS: 13991 IRIS DRIVE  
FONTANA, CA

APN: 0234-041-07

Total cost to demolish structure and remove all debris \$ \_\_\_\_\_

In addition to demolition, vendor shall furnish and install a 6 ft. high chain link fence around property. Fencing to be schedule 40, 2 inch line posts, 10' o.c., 2-3/8 inch corner and ending posts, with 1-3/8 inch top railing, cross bracing, all posts installed in 3 foot deep holes at 12 inches diameter with 3 feet concrete' footing

1 lot \$ \_\_\_\_\_

Furnish and install a pair of 5 ft. X 6 ft. swing gates, posts and footings

1 lot \$ \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER \_\_\_\_\_